

Last update: August 2018

1. General/Scope

- 1.1. These General Terms and Conditions (GTC) apply objectively to all purchase and delivery contracts for all products and devices distributed by BRESSNER Technology GmbH (hereinafter "BRESSNER"), including software, accessories and spare parts, as well as for services such as installation, maintenance and training exclusively. They apply accordingly to work contracts insofar as their application is not excluded from the nature of the work contract. Deviating regulations, in particular contrary terms and conditions of the customer, shall only be deemed agreed if they have been expressly confirmed by BRESSNER in writing as being in place of these conditions. These terms and conditions also apply if BRESSNER carries out the delivery to it without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
- 1.2. These GTC apply in personal respect only to entrepreneurs, as well as to legal entities of public law and public law special funds.
- 1.3. In the current business relationship, these terms and conditions in the currently valid version also apply without special notice or reference for all future business transactions, especially in the case of verbal or telephone call or follow-up orders.
- 1.4. Business mail printed by BRESSNER in electronic data processing or sent by e-mail, such as order confirmations, invoices, credit notes, account statements and payment reminders, are also valid without signature and legally binding.
- 1.5. Agreements on the purchase of hardware (including operating software) on the one hand and on software on the other hand represent two legally independent and separate contracts, even if they have been made as part of a single order or have been recorded in a single order confirmation. Legal defects or performance disruptions in one contractual relationship only have an effect on the other if the will of the customer explicitly stated in the order was aimed at the acquisition of a uniform object of purchase. This applies accordingly to agreements which relate both to the purchase of goods and the provision of work or services.

2. Offers and conclusion of contract

- 2.1. Offers from BRESSNER are non-binding and are subject to the reservation of self-delivery, unless expressly agreed otherwise in writing. Orders become binding only upon written order confirmation, unless the ordered service has already been executed or invoiced by BRESSNER. The confirmation of the receipt of electronic orders (e-mail) does not constitute a binding acceptance of the order. However, the confirmation of receipt can be linked to the declaration of acceptance. For orders in electronic commerce, the text of the contract is saved by BRESSNER and sent to the customer by request together with these terms and conditions by email.
- 2.2. If BRESSNER requires an export license for the performance of its performance obligations, the contract is concluded under the condition precedent that an export license is granted. BRESSNER is obliged to apply for a corresponding permit from the responsible office. In case of rejection of the application, BRESSNER will not perform any further duties.
- 2.3. Property rights and copyrights, in particular copying and distribution rights, illustrations, drawings, calculations and other documents that come into the possession of the customer in connection with an offer by BRESSNER remain with BRESSNER. These documents may not be made accessible to third parties except in cases of resale in accordance with their intended purpose and must be returned to BRESSNER on request if the contract does not come to fruition or fails.

3. Prices and terms of payment

- 3.1. The prices quoted by BRESSNER in offers and price lists are net prices; they do not include sales tax or any other taxes, duties, fees and government duties associated with the customer's purchase of the products in question. Packaging, postage, freight and transport insurance will be charged separately. Confirmed prices are valid only on acceptance of the confirmed quantity. Deliveries and services that are not included in the offer (for example, in the event of subsequent changes to the contract) are charged separately.

- 3.2. If the list price applicable at the time of delivery is higher than that agreed with the customer, unless otherwise expressly agreed, this higher list price applies if the delivery is made later than four months after the conclusion of the contract for reasons for which the customer is responsible, unless: that the invoice has already been created and paid by the customer.
- 3.3. Unless otherwise agreed, the purchase price is due net (without deduction) within 14 days from the date of invoice for payment. Different payment terms are shown in the invoice. Payments by the customer must be made exclusively to BRESSNER. BRESSNER reserves the right to demand advance payment from the customer.
- 3.4. The acceptance of bills of exchange and checks requires the approval of BRESSNER and is only on account of performance. Discount charges and other ancillary costs are charged to the customer.
- 3.5. If the customer is in arrears with due payments, BRESSNER is entitled to withhold the delivery from other orders of the customer. Insofar as payment of the outstanding amounts then takes place, BRESSNER shall be entitled to make a new delivery under consideration of other delivery obligations at its reasonable discretion (§315 BGB).
- 3.6. If the customer does not meet his payment obligations (e.g. a check or bill is not redeemed) or if insolvency proceedings are applied for or instituted, BRESSNER is entitled to demand payment of the entire claim, irrespective of the term of the bill, which has not yet been due. In addition, BRESSNER is then entitled to execute outstanding deliveries only against advance payment or security. If advance payment or security is not provided even after the setting of a reasonable deadline, BRESSNER shall be entitled to withdraw from the contract with regard to services not yet performed, with the result that all claims of the customer regarding the not yet executed deliveries expire. In these cases, in addition to the resignation, BRESSNER can also claim damages and the retention of title in accordance with the following clause 9 below.
- 3.7. The customer is only entitled to offset if his counterclaims are legally established, undisputed or acknowledged by BRESSNER. Rights of retention or other rights of refusal of performance may be asserted against BRESSNER only if and insofar as they are based on the same contractual relationship. Even if the business relationship is ongoing, each individual order must be regarded as a separate contractual relationship. Complaints of any kind whatsoever do not justify withholding of payments, unless the alleged deficiencies are legally established, undisputed or acknowledged by BRESSNER.

4. Quality and tolerances

- 4.1. The product description of BRESSNER and the manufacturer shall be deemed agreed as the quality of the goods or services. Assurances and warranties by BRESSNER are only validly given if expressly and in writing. For public statements, especially in advertising, BRESSNER is only responsible if it has caused them and if the purchase decision of the customer has actually been influenced by it. The information contained in catalogs, price lists, brochures, circulars, other advertising, other publications or in the documents belonging to the offer, drawings, illustrations, performance descriptions, measurements and weights or other performance data are approximately correct in the context of industry standard, and insofar limited prevail. They only contain guarantees if they have been expressly designated as such by us in writing. A reference to DIN standards is only a closer reference to the product and does not constitute a guarantee unless expressly agreed.
- 4.2. Reasonable deviations from specified performance data (tolerances) of up to 10% do not represent a material defect.
- 4.3. BRESSNER reserves the right to make design changes to devices without prior notice, insofar as these are commercially available and reasonable for the contracting party. The customer cannot claim that any changes to the design within a running series will be retrofitted to already delivered devices.
- 4.4. The customer is liable for the correctness of the documents to be supplied by him, such as patterns and drawings. If industrial property rights of third parties are infringed during the manufacture of the goods according to drawings, samples or other information provided by the customer, the customer exempts BRESSNER from all claims of the property rights holder.

5. Delivery and acceptance

- 5.1. The deadlines for deliveries or services specified by BRESSNER are only approximate, unless they have been promised in writing under calendar regulations. Specified delivery periods begin from the dispatch of the written order confirmation, but not before the customer has to procure the documents and releases and not before receipt of any required official certificates or approvals. If the customer is obliged to make advance payments, the delivery period begins on receipt of the advance payment at BRESSNER.
- 5.2. The delivery and service periods are deemed to have been met if the delivered item has left the factory or warehouse of BRESSNER or the readiness for dispatch has been communicated to the customer or the service has been performed by the time the order expires. BRESSNER is entitled to make partial deliveries within the framework of what is reasonable for the customer.
- 5.3. Should BRESSNER be unable to comply with agreed delivery dates due to force majeure, high-handed interventions, catastrophes, war, riots, strikes in own factories, delivery facilities, suppliers or in the field of means of transport, BRESSNER shall be entitled to deliver after discontinuation of the impediment catch up. In case of delivery delay of more than four months, the customer is entitled to refuse the delivery and to withdraw from the contract. The customer has no further rights or claims for non-delivery or late delivery for such reasons, not even if these reasons only occur when the delivery period has already passed or if BRESSNER was in default.
- 5.4. If the customer is in default of acceptance, he will be charged, starting one month after notification of readiness for dispatch, the costs resulting from the storage, whereby BRESSNER is entitled to assume 0.5% of the invoice amount of the goods for each commenced month. The proof of low storage costs remains the customer as well as BRESSNER the assertion of a higher delay damage.
- 5.5. Compliance with the delivery and performance deadlines presupposes the fulfillment of the contractual obligations of the customer. Upon request, he is obliged to confirm in writing that he is prepared to accept and complete any necessary preparatory acts prior to delivery. If he refuses this or refuses to take over the goods, default of acceptance occurs.
- 5.6. The delivery of BRESSNER is ex works (EXW). If otherwise agreed in an individual case, the following rules apply: The type of transport, the means of transport, the nature and extent of the required means of protection and the choice of carrier, as well as the packaging, are left to the choice of BRESSNER and are carried out as required discretion and with due diligence to the exclusion of any liability. At the request of the customer, the shipment will be insured by BRESSNER against theft, breakage, transport, fire and water damage and other insurable risks at his expense.
- 5.7. If the business is based on a contract of service, the customer shall be in default of acceptance of the work if he does not perform the acceptance within one week of transfer, notification of completion or invoicing. Acceptance shall be deemed to have taken place if the customer uses the work after handing over, notification of completion or invoicing for a period of fourteen days and has informed BRESSNER of this consequence upon handover, in the notification of completion or on invoicing.

6. Transfer of risk

- 6.1. The risk is transferred to the customer with delivery ex works (EXW). If another type of delivery is agreed upon, the risk shall pass to the customer upon handover to the forwarder, carrier or collector. This shall also apply to carriage paid delivery or free delivery. When delivered by BRESSNER, BRESSNER bears the risk until delivery to the receiving office. The above also applies to partial deliveries.
- 6.2. Delivered items are, even if they have insignificant defects, to be accepted by the buyer, without prejudice to the rights under section 7. Complaints regarding transport damage must be made by the customer in due time to freight forwarders, carriers and their insurance (or similar) companies themselves.

7. Warranty

- 7.1. The customer is obliged to inspect the goods properly upon receipt. He must notify BRESSNER in writing of any discernible defects, shortfalls or incorrect deliveries immediately upon receipt of the goods on the delivery note or on the bill of lading, no later than five

working days after receipt and in any case before processing or installation. Otherwise, the deliveries are considered approved.

- 7.2. If the delivered goods are installed by BRESSNER, acceptance by the customer must be effected immediately on the spot. If the acceptance is not declared, it shall nevertheless be deemed to have taken place if the delivered and installed goods are put into operation by the customer. Recognizable installation defects must be reported immediately in the presence of the installer or representative of BRESSNER. After acceptance, warranty claims are excluded unless they concern hidden defects.
- 7.3. The warranty period is one year from transfer of risk. If the customer purchases the goods for resale (if necessary after further processing), the warranty is extended by the time until the resale, but not by more than one month. The regulation on the statute of limitations of recourse claims of the entrepreneur against the supplier from § 479 BGB remains unaffected.
- 7.4. Excluded from the warranty are damages resulting from inappropriate and improper use, faulty or improper installation or commissioning by the customer or third parties, normal wear and tear, faulty or negligent handling, use of unsuitable equipment, improper storage and climatic, chemical, electrochemical and electrical effects, provided that they are not the fault of BRESSNER. The same applies to damages resulting from non-observance of the installation, operating and maintenance instructions, as well as due to improper modifications or repair work by the customer or third parties and from influences of parts of foreign origin as well as further use despite the occurrence of an obvious error.
- 7.5. The creation of a warranty obligation requires a professional execution of the installation of the devices and other delivery items from BRESSNER. The warranty obligation lapses if the delivered goods are changed by third parties or by the installation of parts of foreign origin, unless the defect is not causally related to the change. It also expires if the customer disregards provisions for commissioning and this causes a defect.
- 7.6. The warranty obligation shall cease to apply if BRESSNER is not given the time or opportunity necessary to rectify the defect or make replacement deliveries as it sees fit at BRESSNER's discretion. The customer has the right to have the defect rectified itself or by a third party and to demand compensation from BRESSNER for the necessary costs, only in urgent cases of endangering operational safety, preventing disproportionately large damages or if BRESSNER is in default of remedying the defect. However, a prerequisite in this case is that BRESSNER is notified immediately of the damage.
- 7.7. The warranty is limited to the choice of BRESSNER for free delivery or repair within the territory of the European Union and the European Economic Area. This does not apply if, due to the special circumstances (for example, §§ 323 (2), 326 (5), 444 or 636 BGB), the customer can claim immediate reduction, withdrawal from the contract or compensation for the damage instead of performance. BRESSNER shall be entitled to make the supplementary performance dependent on the prior payment of a part of the fee commensurate with the defect and to have the rectification carried out by the manufacturer. In the case of replacement delivery, the goods complained about become the property of BRESSNER at the time BRESSNER acknowledges the complaint. Any additional costs incurred as a result of difficult access to the plant or insufficient working space or through delivery to an area outside the European Union or the European Economic Area shall be borne by the customer. If the customer receives a faulty assembly instruction, BRESSNER is only obliged to deliver a faultless assembly instruction. This obligation does not apply if the defect in the assembly instructions does not prevent the orderly assembly.
- 7.8. If the rectification or replacement fails, the customer may, at his option, demand a reduction of the remuneration (reduction) or compensation for damages or withdraw from the contract, if a further attempt at subsequent improvement or replacement is not reasonable for him. However, in the case of minor breach of contract, especially minor defects, the customer has no right of withdrawal. If the customer chooses to withdraw from the contract because of a defect after failed supplementary performance, he is not entitled to compensation. If he chooses compensation for damages after failed fulfillment, the goods remain with the customer, if this is reasonable for him. The compensation is then limited to the difference between the purchase price and the value of the defective item. This does not apply if BRESSNER has fraudulently caused the breach of contract.

Claims for damages can only be asserted by the customer under the conditions specified in section 9.

- 7.9. BRESSNER shall not be liable for defects in a specific item only in relation to the type specified for defects of specific items, in particular, the obligation to purchase BRESSNERs does not give faultless liability of BRESSNER for damages based on the defect.
- 7.10. Software errors should be remedied at the discretion of BRESSNER by providing a corrected version of the software or by appropriate remedial action. The customer shall provide BRESSNER with the information and documentation necessary to remedy the error. Before implementing a new correction version, BRESSNER will provide a transitional solution to circumvent the error, unless this is not possible or disproportionate for BRESSNER. For software that has been extended by BRESSNER through interfaces that BRESSNER has released for this purpose, the warranty extends only to, but not beyond, the software including the interface.
- 7.11. Used products are provided in their current condition and to the exclusion of any warranty; the liability of BRESSNER for damage to body and health as well as intentional, grossly negligent or malicious conduct and legal product liability remains unaffected.
- 7.12. If a purchaser of the customer asserts his warranty rights against him in Austria, BRESSNER indemnifies the customer against the warranty claim of his customer under the conditions and to the extent that BRESSNER directly assumes the warranty for the customer in accordance with the preceding sections 7.3 to 7.11. However, this exemption is only made on the condition that the customer allows BRESSNER to have the repair work that BRESSNER deems necessary at the customer. In particular, he must ensure that BRESSNER obtains the required time to perform the necessary checks, reworks and replacement deliveries and has sufficient access to the system, even if the system is permanently installed at the customer's premises. Additional costs resulting from difficult access to the system or insufficient work space are always borne by the customer. If the customer is claimed by his customer in connection with a sale of consumer goods, the rules for recourse to § 478 BGB remain unaffected.
- 7.13. Insofar as the parties have not excluded the claim for reimbursement of expenses according to § 478 (2) BGB by granting an equal compensation, the customer is obliged to refuse supplementary performance in case of resale of the item to a consumer according to § 439 (3) BGB, if it is only possible with disproportionate costs. In the case of a resale of the item by the customer to an entrepreneur, he must also oblige him to refuse supplementary performance in case of resale of the item to a consumer, if it is only possible with disproportionate costs. BRESSNER therefore replaces the customer with the expenses required for supplementary performance within the framework of Section 478 (2) BGB only if they are not disproportionate within the meaning of Section 439 (3) BGB.
- 7.14. The above provisions on warranty do not justify a limitation of the merchant's obligation to inspect and to reprimand from § 377 HGB.

8. Return of goods to BRESSNER

- 8.1. The customer is obliged to have an RMA number assigned to BRESSNER before returning the goods to BRESSNER using the form provided and duly completed by him and to indicate this number in the delivery note and in a copy of the RMA form to be attached to the consignment. This obligation applies irrespective of the reason for the return, in particular in the case of exchange, in warranty cases and upon return for repair.
- 8.2. Returns from a third country outside the European Union or the European Economic Area shall be agreed in advance with BRESSNER, in particular but not exclusively with regard to customs clearance and customs-related data. BRESSNER is not obliged to accept incorrectly declared or unfree returned goods.
- 8.3. The RMA form is available on the BRESSNER website (www.bressner.de) under "Support" and can be downloaded there. It is also sent to the customer on request by fax or letter.
- 8.4. BRESSNER shall not be liable for damages resulting from disregard of the provision under section 8.1, in particular for any delays in the handling of warranty claims and repairs.

9. General limitation of liability

- 9.1. BRESSNER is fully liable only for intent and gross negligence (also of its legal representatives and agents) as well as for damages resulting from injury to life, limb or health based on a negligent breach of duty by BRESSNER or his legal representatives or agents. Likewise, BRESSNER shall be liable without limitation for damages resulting from the lack of warranted characteristics or the failure to comply with warranties given with regard to the damage caused by the defect. Liability arising from hazardous situations, in particular under the Product Liability Act, also remains unrestricted.
- 9.2. In the case of any other breach of material contractual obligations (cardinal obligations), the remaining liability of BRESSNER shall be limited to the amount of the contractually typical foreseeable damage. Cardinal duties are those duties which give the contract its character and on the fulfillment of which the contractual partner may trust; these are the essential rights and obligations which create the conditions for performance of the contract and are indispensable for the attainment of the purpose of the contract.
- 9.3. Incidentally, the liability of BRESSNER is excluded - regardless of the legal grounds including tort or tort.
- 9.4. BRESSNER shall not be liable for lost profits, business interruptions, non-existent savings, damages arising from claims of third parties and other indirect and consequential damages as well as for the loss of recorded data, unless BRESSNER has created a special confidence in this respect. For the recovery of data, BRESSNER is only liable if the customer has ensured that this data can be reconstructed from other data at a reasonable cost.
- 9.5. The above disclaimers and limitations of liability apply mutatis mutandis to non-contractual and pre-contractual liability.
- 9.6. The above disclaimers and limitations of liability apply mutatis mutandis to non-contractual and pre-contractual liability.
- 9.7. The claims of the customer for damages expire with the end of the warranty period from section 7.3, but no later than twelve months after the claim arises, as far as claims from injury to life, limb or health, malicious behavior, producer liability or §§ 478 (2) or 634a (1) no. 2 BGB are asserted.
- 9.8. For claims for reimbursement of expenses - with the exception of those according to § 439 (2) and 635 (2) BGB - this section 9 applies accordingly.
- 9.9. None of the above provisions justifies a change in the statutory or judicial burden of proof distribution.

10. Retention of title

- 10.1. BRESSNER retains ownership of the delivered goods until full payment of the purchase price. In case of breach of contract by the customer, in particular in case of default of payment, BRESSNER is entitled to take back the delivery item. Its withdrawal by BRESSNER is a withdrawal from the contract. BRESSNER is authorized to recycle the goods after they have been taken back; the proceeds of the realization are - less reasonable costs of realization - imputable to the liabilities of the customer.
- 10.2. In case of ongoing business relationship with the customer, BRESSNER reserves ownership of movable property until all claims arising from the business relationship have been fulfilled.
- 10.3. The customer is obliged to treat the delivery items with care and insure them at their own expense against fire and water damage as well as theft and vandalism at replacement value. On request, BRESSNER can hand over the insurance policy for inspection. The customer hereby assigns the claims against the insurer to BRESSNER; BRESSNER accepts this assignment. BRESSNER also declares the assignment of these claims to the customer under the condition precedent of the expiry of the retention of title due to complete payment of all claims of BRESSNER. If maintenance and inspection work is required, the customer must carry it out on time at its own expense.
- 10.4. Within the framework of ordinary business operations, the customer is entitled to resell the goods delivered by BRESSNER and to transfer them further. The customer hereby assigns his claims (including value added tax) from the resale of the items delivered by BRESSNER to them. If the customer enters the receivables from the resale of the goods in a current account, he assigns to BRESSNER the claim from the closing balance, limited in amount to the purchase

price claim of BRESSNER for the items sold by the customer. BRESSNER accepts these assignments.

- 10.5 If there is a ban on assignment between the customer and its contractual partner, the customer is not authorized to resell the collateral, unless the receivable from the resale of the collateral is placed in a current account relationship. In this case, the customer assigns the current account claim (causal balance) to the third party in accordance with the provision in section 10.4 to BRESSNER. After netting has taken place, the recognized balance, which is deemed to have been assigned up to the amount that the original current account claim constituted, will take its place.
- 10.6 Insofar as the customer processes the items delivered by BRESSNER, BRESSNER becomes the owner of the new movable item produced. The processing or transformation of the delivery items is always carried out for BRESSNER. If the manufactured item is not manufactured exclusively from BRESSNER's portfolio, BRESSNER acquires the co-ownership of the manufactured item; the co-ownership share of BRESSNER is determined by the ratio of the value of his items to the value of the remaining items that were processed in making the new item.
- 10.8 BRESSNER revocably authorizes the customer to collect the claims assigned to BRESSNER. BRESSNER is entitled to revoke the direct debit authorization if the customer is in default with his payment obligations. It also expires without revocation as soon as the customer is over-indebted or unable to pay, or threatens insolvency, or a material deterioration in assets has occurred.
- 10.9 In the event of expiry of the collection authorization, the customer is obliged to inform the third party debtors of the assignment of the claims to BRESSNER in writing without delay and to inform BRESSNER of the assignment notice. The customer is further obliged to provide BRESSNER with all information and documents required to assert the assigned claims upon request.
- 10.10 At the customer's request, BRESSNER shall release its security interests insofar as the realizable value of the items still owned by BRESSNER and the claims assigned to them exceed 110% of BRESSNER's claims arising from the ongoing business relationship with the customer. When choosing the securities to be released, BRESSNER must take the legitimate interests of the customer into consideration.
- 10.11 The valuation of the collateral is based on the realizable market or stock exchange price. If such is not given or cannot be ascertained, the purchase price must be taken as an alternative. If such can't be ascertained either, then the manufacturer price is decisive.
- 10.12 The customer is not entitled to pledge, transfer or sell the collateral in a sale-and-lease-back transaction. In the event of seizures and other attacks by third parties, he must inform BRESSNER immediately so that BRESSNER is able to file a third-party objection suit in accordance with § 771 of the Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse BRESSNER for the legal and extra-judicial costs of the claim pursuant to § 771 ZPO, the customer BRESSNER shall be liable for the loss incurred.
- 10.13 If BRESSNER asserts its security interests towards the customer, BRESSNER is entitled to enter the customer's land, premises and buildings, to take possession of the reserved property or collateral property and to have it transferred to another location.

11. Software

- 11.1 Insofar as the scope of supply also includes licensed operating software, BRESSNER grants the customer a complete, non-exclusive and only in connection with the associated hardware transferable right to the customer with full payment of the invoice, to use this software in its valid program state (release) on the supplied system at the time of delivery. For user software, special license terms apply, which are given to the customer with the software. The customer is obliged to install and use software exclusively within the scope of the granted authorizations.
- 11.2 Software (including firmware and middleware) is provided to the customer solely as object code on a suitable medium, made available for download or preinstalled on hardware internal storage media, the choice being at BRESSNER's sole discretion. The software documentation is provided by BRESSNER either in paper form or in the same way as the software.

- 11.3 Neither the customer nor any third party is authorized to modify, translate or otherwise manipulate the software. This applies accordingly to the associated documentation, as far as it is not provided in paper form. Any reverse engineering, disassembly or decompilation of the software is strictly prohibited.
- 11.4 The software may include freeware or shareware received from a third party by BRESSNER. For the inclusion of these freeware or shareware BRESSNER has paid no license fees; For the use of freeware or shareware, the customer will also be charged no license fees. The customer acknowledges and accepts that BRESSNER therefore assumes no warranty obligation with respect to such freeware or shareware components and assumes no liability obligations of any kind in connection with the possession, distribution and / or use of the respective freeware or shareware by the licensee. The customer recognizes the license terms and conditions for the use of the freeware or shareware specified by the respective author as binding on him.
- 11.5 The software may also contain software components developed under the "Open Source Model" that are distributed solely on the basis of the applicable open source software license terms in effect at the time the relevant open source software component is distributed. The customer recognizes the license conditions for the use of such open-source software components determined by the respective author as binding on him and undertakes to comply with them, in particular with regard to the provision of source code and the attachment or retention of the necessary copyright notices. BRESSNER does not receive license fees or other fees for the provision of open source software components. Insofar as BRESSNER or a third party receives any remuneration in connection with open-source software components, this fee received shall be paid exclusively for additional delivery items and / or services. Due to the special nature of the software development and the distribution of open source components, BRESSNER assumes no warranty for them and excludes their liability for them, in particular in connection with missing specifications, missing functionality, programming errors and other faults.
- 11.6 For open source software, which is incorporated in the contractual software product and is necessary for its functioning (embedded software), the above general warranty and liability conditions (sections 7 and 9) apply. Incidentally, BRESSNER assumes no warranty or liability for open source software.
- 11.7 The exclusion of warranty and liability for freeware, shareware and open-source software does not apply to guarantee commitments, in the case of mandatory legal product liability and for damage to body and health caused by BRESSNER as well as for damages resulting from intentional, grossly negligent or malicious conduct.

12. Copyright and infringement of property rights

- 12.1 Customer acknowledges that software may contain or incorporate trademarks, know-how and other intellectual property rights and that such rights are owned by BRESSNER or its suppliers. Similarly, work documents for training courses are protected by copyright and may not be reproduced - even in excerpts - only with the express written consent of BRESSNER.
- 12.2 Intellectual property rights to work or performance results from projects with the customer lie exclusively with BRESSNER, unless the corresponding work or performance results were created exclusively by employees of the customer or by third parties on behalf of the customer (e.g. as part of a customer contribution). There is no transfer of property rights to the customer, unless this has been agreed individually and expressly in writing with the customer. Even in the case of an expressly agreed transfer of intellectual property rights, BRESSNER reserves the right to use ideas, concepts, experiences, tools, program development components, technologies and other work results that were developed or gained during the performance of the service by BRESSNER to the customer free of charge. If both parties have contributed to the preparation of the work or performance results, they are jointly entitled to the intellectual property right according to their share of the respective result. In relation to their share of the respective result, the parties mutually grant each other a license-free, non-exclusive and unrestricted right of use.
- 12.3 If third parties claim the customer within the warranty period due to the contractual use of the goods delivered by BRESSNER or services rendered due to the infringement of property rights at the place

of performance and if the use of the goods or services in the country of the place of performance is restricted or prohibited due to these claims, the customer must notify BRESSNER in writing without delay. At its own discretion, BRESSNER will fulfill these claims at its own expense, ward it off or end the dispute by means of settlement. The customer has to assist BRESSNER in defense in any reasonable way. BRESSNER will bear all financial burdens arising from a judgment against the customer, including any damages awarded to a third party and the costs of the proceedings. BRESSNER will bear the costs of a settlement if BRESSNER agrees to the settlement. The customer grants BRESSNER the sole authority to decide on the defense of the law and settlement negotiations. He will grant BRESSNER the necessary powers in each individual case.

- 12.4. Should BRESSNER become convinced that a product may possibly be the subject of a protective rights complaint, then BRESSNER is entitled, at its own discretion
- to obtain the right to continue using the product at its own expense,
 - to replace the product to a reasonable extent at its own expense or modify it so that it no longer infringes the rights of third parties;
 - to take back the operating software, equipment or parts thereof and to reimburse the buyer the purchase price less a reasonable fee.
- 12.5. BRESSNER makes no commitments if the customer is responsible for the infringement of the property rights, e.g. software, machines or parts thereof are changed by the customer or connected to programs or data not provided by BRESSNER and resulting in claims by third parties. This also applies if the infringement of the industrial property rights was attributable to special specifications made on the customer's instructions or if it was caused by a type of use contrary to the contract or unforeseeable by BRESSNER.

13. Prohibition of use and export restriction

- 13.1. The customer may not use any product in connection with the operation or the maintenance
- of a plant using nuclear power,
 - of mass transit facilities,
 - of airspace surveillance equipment or aircraft

This prohibition does not apply to flight simulators or mechanical CAD applications for the manufacture of aircraft.

- 13.2 The delivery items are intended for final destination in the country of delivery agreed with the customer and may not be exported without authorization. The customer is aware that the export of the delivery items, including the technical information transmitted with them, may also be restricted by the export regulations of the Federal Republic of Germany and other states, in particular the United States of America. If BRESSNER grants permission for export, the customer is obligated to BRESSNER to comply with the relevant export regulations.
- 13.3 The customer is obliged to observe the relevant sanction lists of the European Union, the German Federal Government, the US export authorities or other relevant countries, e.g. The European Sanctions List, the Denied Persons List, as well as other warnings of the responsible authorities in the most recent version and act accordingly.
- 13.4 BRESSNER shall not be obliged to supply products or fulfill any contractual obligations if the delivery or service concerned would result in a breach of export regulations or country specific export restrictions of the Federal Republic of Germany, the European Union, the United States of America or the relevant export control regulations of other countries.

14. Final provisions

- 14.1 Only German law applies between the parties. The provisions of the United Nations on contracts for the International Sale of Goods (CISC) are excluded.
- 14.2. The place of fulfillment for all claims arising from the business relationship with the customer is Groebenzell near Munich; However, the place of performance for delivery obligations of BRESSNER is the registered office of the factory or warehouse commissioned by BRESSNER with the delivery.
- 14.3. As far as the contracting party is a merchant, a legal entity under public law or special fund under public law, the place of jurisdiction for all claims arising out of and in connection with the contractual relationship is - at choice of the plaintiff - Munich (district court Munich I) or the general place of jurisdiction of the respondent party.
- 14.4. All previous terms and conditions are hereby invalid.

BRESSNER Technology GmbH
Industriestrasse 51
82194 Groebenzell

Phone: 08142/472 84-0
Fax: 08142/472 84-77
Email: info@bressner.de
Web: www.bressner.de

Management:

Josef Bressner
Martin Stiborski

Commercial register:

HRB 127206
AG Munich

Bank accounts:

Commerzbank Munich
IBAN DE08 7004 0041 0220 0228 07
BIC: COBADEFF

Postbank Munich
IBAN: DE74 7001 0080 0022 0228 07
BIC: PBNKDEFF